



Agreement to Maintain Confidentiality

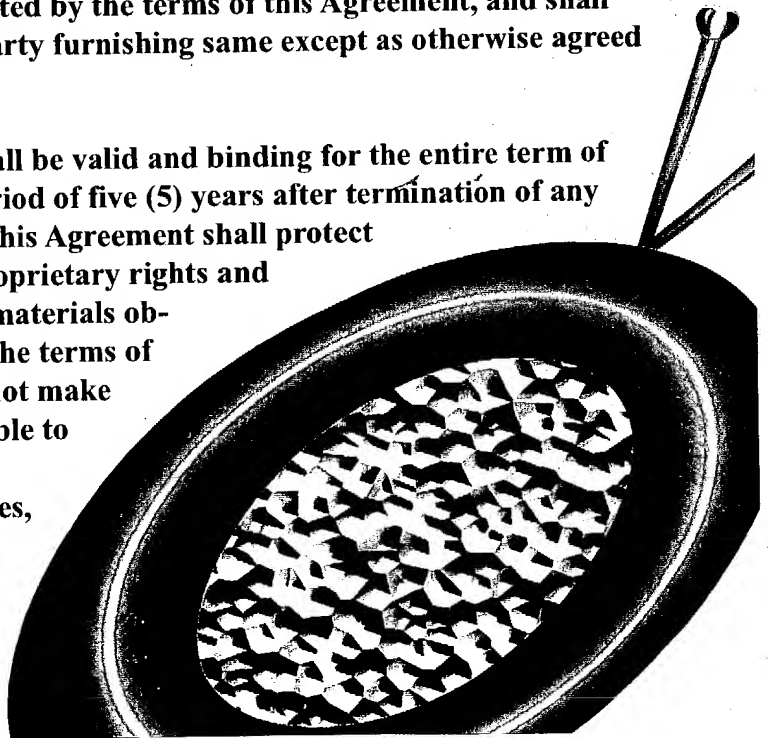
This Agreement is between CoolCommercials.com, Inc. a Florida Corporation and MATTHEW HINTLE, both acknowledged parties to this Agreement by their signatures that appear below:

This Agreement is made by the parties in order to protect certain confidential matters that either party here to may find necessary to share, or for one to disclose to the other in the course of joint business endeavors, pursuit of business opportunities, or in connection with work for hire. It is effective when signed by both parties and on the latest date where different dates are given. The parties further agree that all matters arising between them, whether or not they are reduced to writing, or whether or not such matters are reduced to physical or characteristic representations in print or in electronic form, are subject to this Agreement.

Now, therefore, the parties agree as to the following items:

Item 1 : Both parties acknowledge and agree that any physical information supplied by one party to the other party, under this Agreement, which consists of confidential proprietary information and trade secrets shall be identified by the party supplying same and marked as CONFIDENTIAL. Such information shall be used only as expressly permitted by the terms of this Agreement, and shall remain the property of the party furnishing same except as otherwise agreed to herein.

Item: 2 : This Agreement shall be valid and binding for the entire term of the engagement and for a period of five (5) years after termination of any engagement. The parties to this Agreement shall protect and preserve each other's proprietary rights and all confidential matters and materials obtained while engaged under the terms of this Agreement. They shall not make confidential materials available to any person, agency, or any organization, for any purposes, other than to employees and agents that have a need to know, and for the limited purposes required in carrying out an assign-



Appx Number 09/877,729 (Wakefield) GAU 21714
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ment or a work for hire pursuant to this Agreement.

Item 3 : Excluded from the obligation of item 2 above, is information:

- (a.) Which is made publicly available or becomes available through the acts of CoolCommercials.com, Inc;
- (b.) Which as of the date of this Agreement, is already in the possession of either party from sources other than CoolCommercials.com, Inc.
- (c.) Which is hereafter rightfully obtained by the parties to this Agreement, from third parties without any binder of secrecy.

Item 4 : The parties agree that the specific matters and details of the nature of the temporary assignment or work for hire being performed pursuant to this Agreement are held to be confidential matters between the parties alone.

Remedies: The parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, CoolCommercials.com, Inc. shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure will result in irreparable injury to CoolCommercials.com, Inc.

Disclaimer: This Agreement and the disclosure and receipt of Confidential Information do not create or imply (i) any agreement with respect to the sale, purchase or pricing of any product or service; or (ii) any right conferred, by license or otherwise, in any Confidential Information or in any patent, trademark, service mark, copyright or other intellectual property.

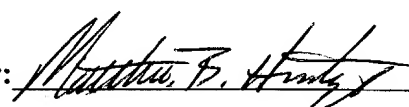
For: CoolCommercials.com, Inc.


Franz A. Wakefield, President

Date

9/4/99

For:


MATTHEW B. HINTZE
Printed name and title

Date

September 4, 1999

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